

ON-PREMISE SUBSCRIPTION TERMS AND CONDITIONS ("ON-PREMISE SUBSCRIPTION T&Cs")

1. DEFINITIONS

"Annual Subscription" means the annual fee, billable on the Effective Date and thereafter annually on that same date as part of a multi-year commitment, payable by the Customer, or by the Partner on behalf of its Customer, in exchange for a Right to Use the Software or Telelogos SaaS.

"Certified Partner" means a Partner who has been trained and certified by Telelogos, in accordance with the terms of the RPA.

"Contact" means an employee of the Customer or the Partner authorized to receive the Licenses and/or Rights of Use for installation purposes.

"Customer" refers to the legal entity that has subscribed to Software from Telelogos, directly or indirectly through the Partner, for its business operations.

"Customer-Partner Contract" means the Contract entered between the Partner and the Customer, the purpose of which is, in particular, for the Customer to obtain a License or a Right of Use.

"Effective Date" means, by default, the invoice issue date, which corresponds to the date on which the Right of Use or License takes effect. In the event of a multi-year commitment by the Customer, the Effective Date is, by express agreement, the first day of the current month for Purchase Orders dated between the 1st and the 15th of the month, and the first day of the following month for Purchase Orders signed between the 16th and the 31st of the month.

"On-Premise Subscription Mode" means the Customer's acquisition, directly or indirectly through a Partner, of a Right to Use the Software, which is installed and hosted on the Customer's servers.

"Partner" means any professional who has entered a RPA with Telelogos.

"Parties" or **"Party"** refers collectively or individually to Telelogos and/or the Customer.

"Purchase Order" means the signed Quote or the purchase order—which refers to the Quote or is prepared in accordance with the Terms of Sale ('TS')—relating to Software, to be completed by the Customer or by the Partner for each Customer to whom the Partner wishes to distribute the Software.

"Quote" means the quote issued by Telelogos setting forth the terms and conditions under which Telelogos agrees to provide a License or a Right of Use.

"Resale Partnership Agreement" or **"RPA"** means the partnership Contract entered between

Telelogos and the Partner, the purpose of which is to establish the terms under which the Partner is authorized to distribute one or more Software products.

"Right of Use" means the temporary, non-exclusive, and non-transferable rights of access and use granted to the Customer by Telelogos, either directly or through a Partner, to the Software or to Telelogos SaaS.

"Software" means the software program(s) developed and published by Telelogos, listed in the Purchase Order.

"Software Documentation" means the technical documentation for the installation and use of the Software, available upon opening the Software and/or on the Website.

"Support and Maintenance Services" refers to the support services (the **"Support Service"**) and maintenance services (the **"Maintenance Service"**), as defined in the Support and Maintenance Terms and Conditions, relating to Software and provided to the Customer directly by Telelogos or, where applicable, through a Certified Partner.

"Support and Maintenance T&Cs" means the Support and Maintenance Terms and Conditions, available on the Website, which set forth the terms under which Telelogos agrees to provide the Customer, either directly or through a Certified Partner, with Support and Maintenance Services.

"TS" means the Terms of Sale, available on the Website, defining the terms and conditions of sale, payment, and delivery of the products and services provided by Telelogos.

"Website" means the Telelogos website, <https://www.telelogos.com/legal>.

2. PURPOSE —CONTRACTUAL FRAMEWORK

The purpose of these On-Premise Subscription Terms and Conditions ("On-Premise Subscription T&Cs") is to define (i) the terms and conditions of the Right to Use Software, subscribed to under an On-Premise Subscription Mode, and (ii) the terms and conditions of the services provided to the Customer under the On-Premise Subscription Mode. Under the On-Premise Subscription Mode, the contractual relationship between Telelogos and the Customer is governed by the Purchase Order, the On-Premise Subscription T&Cs, the Support and Maintenance T&Cs and the Terms of Sale, which together constitute a contractual package hereinafter referred to as the **"Contract."** In the event that a Customer has subscribed to the

Software Rights of Use under the On-Premise Subscription Mode through a Partner, the Customer must refer to the Customer-Partner Contract to understand their rights and obligations with respect to the Partner. It is expressly noted that Telelogos is not a party to the Customer-Partner Contract and is contractually bound only by the terms of the Contract.

3. CUSTOMER'S RIGHTS AND OBLIGATIONS

3.1 Scope of the Right to Use the Software

The Customer has (i) the right to access and use the Software, which is the subject matter hereof and which will be installed and hosted on the Customer's servers, for the purposes of its operations, to the exclusion of any other use, and (ii) the services described in Article 4 below, in accordance with the terms, conditions, and duration specified in the Contract or, as the case may be, in the Customer-Partner Contract. The Right to Use the Software is temporary, personal, non-transferable, and non-exclusive, and is limited to the actions necessary for the operation of the Software, in accordance with its contractual purpose.

3.2 Term of the Right to Use the Software

The Rights to Use the Software take effect on the Effective Date, for the term specified in the Purchase Order. In the event that the Customer wishes to extend the Term of its Rights to Use the Software, under the renewal terms proposed by Telelogos, the Customer and/or the Partner, on behalf of the Customer, must execute a new Purchase Order or accept a new Quote, as applicable.

3.3 Designation of a Contact

The Customer agrees, for the purposes of performing the Contract and throughout the term of the Contract, to designate a Contact.

3.4 Cooperation Between the Parties

The Customer agrees to collaborate, directly or through the Partner, with Telelogos and to promptly inform Telelogos of any difficulties encountered in connection with the use of the Software License Rights. In particular, the Customer agrees, among other things, to:

- consult the Software Documentation before contacting Support Services;
- provide Telelogos, directly or indirectly through the Partner, with any necessary information requested by Telelogos and useful for the Customer's use of the Software License Rights; and
- facilitate access for Telelogos personnel to all of its facilities and premises if necessary, and ensure their safety during the duration of the intervention.

3.5 Use of the Right to Use the Software

It is the Customer's responsibility to ensure, under its own liability, the proper use of the Right to Use the Software, in accordance with the Software Documentation. In particular, the Customer shall ensure that the hardware and software configuration always complies with the requirements provided. The Customer is responsible for selecting its players/devices in accordance with the hardware and software technical recommendations described in the technical requirements provided by Telelogos upon request. The Customer shall establish adequate operational controls and implement appropriate operational and security procedures on a daily basis. The Customer is encouraged to perform daily backups of its data so that it can be restored in the event of an incident and retained after the termination of the Right to Use the Software. The Customer is advised that computer software is never entirely free of errors; consequently, it is essential that the Customer regularly back up its data in accordance with generally accepted standards of prudence. The Customer also agrees to install, within a reasonable timeframe, any updates and patches to the Software made available by Telelogos as part of the Support and Maintenance Services, when such updates and patches are necessary to maintain the security or compliance of the Software. In the event of the Customer's refusal or unjustified delay in installing such updates or patches, Telelogos shall not be held liable for any resulting Malfunctions, security breaches, or non-compliance

4 RIGHTS AND OBLIGATIONS OF TELELOGOS

4.1 Grant of the Right to Use Software

Subject to payment of the Annual Subscription Fee, Telelogos agrees to provide the Customer, either directly or through the Partner:

- Rights to Use Software; and
- extensions to the Rights to Use Software.

The Rights of Use obtained by the Customer from Telelogos are personal to each Customer and may not, therefore, be assigned or transferred in any form whatsoever to any person other than the Customer in question. Telelogos reserves the right to:

- refuse to grant Software Rights of Use to a Customer for just cause (the Customer's activities do not comply with applicable regulations, an existing dispute with the Customer, failure to pay, etc.); and
- suspend, at any time, a Customer's Rights to Use the Software in order to prevent any damages, liabilities, or penalties in the event of unlawful conduct by the Customer or a breach



by the Customer of its contractual or legal obligations toward the Partner or Telelogos. Telelogos shall promptly notify the Customer or the Partner and specify the reasons for its decision to refuse or suspend access, as well as, if applicable, the estimated duration of the suspension. Telelogos reserves the right to remove any Software from its catalog by notifying the Customer of its decision via certified mail with return receipt requested, sent at least six (6) months prior to the effective removal. In such a case, Telelogos agrees to provide Support Services to the Customer for a period of twelve (12) months from the date of the Software's removal.

4.2 Granting of the Right to Use Software

The terms and conditions for the delivery of the Right to Use Software are specified in the TS.

5 DESCRIPTION OF SERVICES PROVIDED UNDER THE ON-PREMISE SUBSCRIPTION MODE

The Software License Rights include the provision to the Customer, by Telelogos and/or a Certified Partner, for the entire duration of the Software License Rights, of Support and Maintenance Services, under the terms and conditions described in the Support and Maintenance Terms and Conditions.

6 COMMERCIAL TERMS, BILLING, AND PAYMENT

The commercial, billing, and payment terms applicable to the On-Premise Subscription Mode are specified in TS and in the Purchase Order or Quote.

7 TERMINATION OF RIGHTS TO USE THE SOFTWARE

Each Party shall be entitled to request the termination of the Software License Rights in the event of a breach by the other Party of any of its contractual obligations. The termination of the Software License Rights shall take effect thirty (30) days after the sending of a formal notice to remedy the identified breach, which has remained unaddressed. This formal notice must specifically state the aggrieved Party's intention to enforce this provision. The fact that one Party does not invoke a breach by the other Party of any of its obligations shall not be construed, in the future, as a waiver of the right to invoke such a breach. In the event of termination for any reason, the Customer agrees, effective as of the date of termination and without any additional formalities, to remove the Software from its servers and to provide a written certification confirming the destruction of the Software (including all components of the Software, such as media and copies made).

Upon expiration of the Software License Rights, Telelogos is authorized to take the necessary technical measures to disable the various components of the Software—in particular, and depending on the Software, the "SERVER" component, the "PLAYER" component, the "PREVIEWER" component, the "AGENT" component, the "MOBILE APPLICATION" component, and the "OUTLOOK ADD-ON" component.

